FILED
IN CLERK'S OFFICE
U.S. DISTRICT COURT E.D.N.Y.
MAR 16 2004
* BROOKLYN OFFICE *

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK
--X
CARMEL REDDINGTON,

Plaintiff,

-against-

STATEN ISLAND UNIVERSITY HOSPITAL, NORTH SHORE-LONG ISLAND JEWISH HEALTHCARE INC., and NORTH SHORE-LONG ISLAND JEWISH HEALTH SYSTEM, INC.,

Defendants.
--X

COMPLAINT

JURY DEMANDED

CV 04 1104

GLASSER, J.

MANN, M.J.

The Plaintiff, by her counsel, Behrins & Behrins, P.C., complaining of the defendants, alleges as follows:

NATURE OF ACTION & PARTIES

1. This is an action arising under Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §2000(e) *et. seq.*, the Age Discrimination in Employment Act, 29 U.S.C. §623, *et seq.*, the Fair Labor Standards Act, 42 U.S.C. §215, *et seq.*, New York State Executive Law (Human Rights Law) §290, *et seq.*, Chapter I, Title 8 of the Administrative Code of the City of New York, §8-107(1)(a) (referred to as the Human Rights Law of the City of New York), New York State Labor Law §740, and New York State Labor Law §741, asserting claims for violations of the foregoing statutes and retaliation for

complaining thereof against the defendants.

2. Plaintiff CARMEL REDDINGTON is a resident of the City and State of New York, County of Richmond.

3. Plaintiff CARMEL REDDINGTON was employed by defendant STATEN ISLAND UNIVERSITY HOSPITAL (hereinafter referred to as "SIUH"), from on or about December 19, 1994 until October 30, 2002.

4. At all relevant times herein, Plaintiff was an "employee" within the meaning of the aforementioned statutes.

5 Upon information and belief, defendant SIUH is a duly organized corporation existing under and by virtue of the laws of the State of New York, is presently doing business in the State of New York, with an office and place of business in Staten Island, New York, and upon information and belief is either a parent, a wholly owned subsidiary of, or joint venturer with NORTH SHORE-LONG ISLAND JEWISH HEALTHCARE, INC..

6. Upon information and belief, defendant NORTH SHORE-LONG ISLAND JEWISH HEALTHCARE, INC. (hereinafter referred to as "NORTH SHORE-LIJ") is a

duly organized corporation existing under and by virtue of the laws of the State of New York, and is presently doing business in the State of New York, and upon information and belief, owned, operated, managed, maintained and/or controlled SIUH.

7. At all relevant times herein, NORTH SHORE-LONG ISLAND JEWISH HEALTH SYSTEM, INC. (hereinafter referred to as "NORTH SHORE LIJ") is a duly organized corporation existing under and by virtue of the laws of the State of New York, and is presently doing business in the State of New York, and upon information and belief, owned, operated, managed, maintained and/or controlled SIUH.

8. Defendant SIUH is an "employer" for purposes of Title VII, 42 U.S.C. §2000(e) *et. seq.*, and the aforementioned statutes, and, upon information and belief, employs in excess of 500 people.

9. Defendant NORTH SHORE LIJ is an "employer" for purposes of Title VII, 42 U.S.C. §2000(e) *et. seq.*, and the aforementioned statutes, and, upon information and belief, employs in excess of 500 people.

JURISDICTION AND VENUE

10. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §1331, and 28 U.S.C. §1367, and principles of pendent jurisdiction in that the city, state and federal law

claims arise from a common nucleus of operative facts.

11. Plaintiff CARMEL REDDINGTON filed a charge of discrimination with the United States Equal Employment Opportunity Commission (hereinafter referred to as "EEOC") on or about August 28, 2003 (Charge 160-2003-02292).

12. On or about December 19, 2003 the EEOC issued to Plaintiff, CARMEL REDDINGTON, a notice informing her of her right to sue the defendants.

13. Plaintiff has complied fully with all prerequisites to jurisdiction in this Court under Title VII and the Age Discrimination in Employment Act.

14. Jurisdiction of the Court is proper under §706(f)(3) of Title VII, 42 U.S.C. §2000e-5(f)(3), and under the ADEA, 29 U.S.C. §621, *et seq.* Jurisdiction of the claim under New York State Executive Law §296, Chapter I, Title 8 of the Administrative Code of the City of New York, and Labor Law §740-741 are invoked pursuant to principles of pendent jurisdiction.

15. As the unlawful employment practices complained of herein occurred within the New York Judicial District, and the Plaintiff resides in this District, venue is proper in this District.

FACTS AND ALLEGATIONS COMMON TO ALL COUNTS

16. Plaintiff began working at Staten Island University Hospital in 1994 as Coordinator of Volunteer Services. In March 1998 Plaintiff was promoted to Manager of Volunteer Services.

17. At all relevant times herein, Plaintiff was an exemplary employee.

18. In February 2002, at a Total Quality Leadership Team Meeting for SIUH, Joseph Conte discussed his plans to travel to Italy to pursue a lead to attract cancer patients to SIUH for stereotactic radio-surgery treatment. After the meeting, Plaintiff offered her assistance given her ability to speak Italian and her knowledge of Italian culture and customs.

19. At all relevant times herein, Joseph Conte was a Vice President at SIUH, responsible for quality management.

20. At all relevant times herein, Dr. Gil Lederman (hereinafter "Dr. Lederman") was the Director of Radiation Oncology at SIUH.

21. On May 16, 2002, Mr. Conte called the Plaintiff and asked her to meet with

him and Dr. Lederman the next morning. On Friday, May 17th they explained that there were approximately 12 Italian families at the hospital with no one to translate for them, and address their many issues and concerns. Plaintiff explained that although she was the Manager of Volunteer Services, a very busy department, she would help them as much as possible during her work day, after work hours and on weekends, until they hired a full-time employee for the position. Both men thanked Plaintiff, and Dr. Lederman invited Plaintiff to meet some of the Italian families.

22. Plaintiff and Dr. Lederman walked to 360 Seaview Avenue (Staten Island University Inn) where Plaintiff introduced herself in Italian. Plaintiff was besieged with complaints of inadequate and non-treatment, abandonment, and failure to provide a translator. Plaintiff reported these complaints to Dr. Lederman, including how some of the patients had arrived 10 to 12 days before, and were still not receiving treatment.

23. Dr. Lederman assured plaintiff that the concerns would be addressed.

24. The situation worsened as the weekend progressed, and Plaintiff finally called the hospital operator to contact Joseph Conte. Mr. Conte called on Sunday, May 19th and Plaintiff reported to him that the patients were receiving inadequate treatment, that their needs were ignored, and that there was utter chaos. Mr. Conte told Plaintiff that there had been only a few families arriving per month since January, and that he and the staff were

not prepared to handle the large numbers that were arriving this month. Mr. Conte told Plaintiff that they would meet in the morning to resolve some of these complaints.

25. On May 20, 2002, the plaintiff was unable to locate Mr. Conte.

26. Consequently, Plaintiff reported to Dr. Lederman that the patients' needs were being ignored, that the patients had inadequate treatment, and that Mr. Conte was nowhere to be found.

27. Dr. Lederman told Plaintiff that Mr. Conte should have "already put this in place" and set up for the patients' arrival and stay, and that "Joe Conte is a lousy administrator."

28. On May 21, 2002, Dr. Lederman called Plaintiff and told her to notify the Italian patients that he would hold a meeting.

29. At all relevant times herein, Al Glover was the Chief Operating Officer of SIUH.

30. At all relevant times herein, Ralph Lamberti was the Executive Senior Vice President of SIUH.

31. At the meeting, Plaintiff translated for Dr Lederman and officers of SIUH, Al Glover and Ralph Lamberti, who also were present. The patients and their families reiterated their concerns which Plaintiff relayed to Dr. Lederman, Mr. Glover and Mr. Lamberti. Mr. Glover told the Plaintiff to assure them that all of their needs and concerns would be addressed. Mr. Glover asked what else they needed. They unanimously responded, "Two more of Carmel."

32. Unfortunately, the hospital failed to hire another translator until mid-August 2002, when Plaintiff was going on a two-week vacation.

33. Plaintiff continued to report to Mr. Conte about the patients' inadequate treatment, to no avail.

34. In mid-June 2002, Plaintiff served as translator at a meeting with Andrew Passieri, Ph.D., Joseph Conte, Dr. Lederman, and two "doctors" from Italy, Dr. Salvatore Conte and Dr. Lemongello. Among other things, they discussed setting up a second office in Italy to be managed by Dr. Lemongello. Dr. Salvatore Conte already had an established office in Naples, Italy. Lemongello was to receive a $1,750 referral fee for each patient treated, the same arrangement as Dr. Salvatore Conte had. SIUH would also pay certain "overhead" expenses for Dr. Lemongello's office.

35. Plaintiff questioned Joseph Conte regarding the legality of the fee arrangement on numerous occasions, but Mr. Conte never provided any explanation and dismissed her concerns.

36. For the next two months, Plaintiff worked feverishly with the Italian patients and their families, who nevertheless continued to receive inadequate treatment. Plaintiff was working about 60 to 70 hours a week with no additional compensation.

37. Plaintiff again reported to Joseph Conte what the patients' concerns were, but he would merely shake his head from side to side, never arranging for additional assistance or addressing the continuing complaints, and never offering a resolution to the continuing complaints. Mr. Conte only responded "You are not to be at their beckon call", and "What do they need, a babysitter?"

38. In August 2002, Plaintiff went to meet Joseph Conte, who shared an office with Anthony Ferrieri, Senior Vice President of Human Resources at SIUH.

39. At all relevant times herein Anthony Ferrieri was employed by SIUH as Senior Vice President of Human Resources.

40. At all relevant times herein, Elaine Burke was employed as Mr. Ferrieri's administrative assistant.

41. While waiting for Joseph Conte, Plaintiff and Ms. Burke discussed the Italian patients' situation, and Ms. Burke suggested that Plaintiff speak to Mr. Passieri.

42. Plaintiff then met with Mr. Passieri in August 2002 to report the inadequate patient care. Mr. Passieri explained that he was "very surprised", and had believed that Joseph Conte had addressed these concerns. Plaintiff explained to him that a full time position and an assistant were needed, and that she was physically and mentally exhausted from performing two full time jobs.

43. Mr. Passieri stated that he wanted to establish an International Visiting Patient Program, and have Plaintiff head the department. While Plaintiff was still in his office, Mr. Passieri called Anthony Ferrieri on the telephone and told him that he wanted to establish the department, and that Plaintiff would be the department director.

44. At the meeting, Plaintiff voiced her concern whether she would be able to return to her former position as Manager of Volunteer Services, if the Visiting Patient

Program did not work out. Mr. Passieri assured Plaintiff that her former position as Manager of Volunteer Services would always be available to her.

45. On August 20, 2002 Plaintiff met with Mr. Ferrieri, who reiterated Mr. Passieri's assurances that Plaintiff would always be able to return to her former position. Plaintiff and Mr. Ferrieri then investigated possible locations for the new department.

46. On August 20, 2002 Plaintiff expressed reservations to Mr. Ferrieri about leaving for vacation without properly training the person who would assume her position as Manager of Volunteer Services. Mr. Ferrieri assured her "not to worry", since they already had someone in mind, and that Mr. Lamberti was interviewing the person for approval.

47. When Plaintiff returned from vacation, she asked Ms. Burke to produce a job description statement for the new position. Ms. Burke later provided Plaintiff with a job description statement which Plaintiff signed on August 30, 2002. Joseph Conte and Janet Gilkesin, a Human Resources employee, also signed the statement on August 30, 2002.

48. Plaintiff's position was "Director of the International Patient Program" and her immediate supervisor was Joseph Conte.

49. Neither Joseph Conte, Mr. Passieri, nor Mr. Ferrieri had any further meeting with Plaintiff regarding her new position, other than a brief meeting with Mr. Ferrieri regarding her salary.

50. At no time was the Plaintiff informed that there was a probationary period for her new position.

51. That in September 2002 the Plaintiff reported to Joseph Conte that while in Italy, Salvatore Conte complained to her that he now had to send pathology slides to SIUH for prospective patients.

52. Joseph Conte explained that they needed pathology slides for prospective patients, since two patients who were treated never even had cancer. Mr. Conte assured Plaintiff that all prospective patients would **now** only be treated after SIUH received their pathology slides.

53. On Friday, October 18th Plaintiff went to get an expense voucher signed by Joseph Conte and wanted to discuss her continuing concerns regarding the inadequate patient care. Plaintiff also questioned Elaine Burke's involvement in the program. Plaintiff complained that she was being treated more like a clerk than as a director, and noted that

Ms. Burke assumed directorial duties without even informing Plaintiff, had been unilaterally changing the procedures that Plaintiff had implemented, and was undermining every directive that Plaintiff had issued to the staff. Plaintiff asked Mr. Conte "Why am I being harassed by Elaine?" Mr. Conte responded, "I didn't know we were harassing you," and did not provide Plaintiff with an explanation or further response.

54. On October 23rd, Plaintiff attended the Junior Volunteers Recognition Awards, where she spoke to Anthony Ferrieri. Plaintiff asked him if he knew what was going on with the program, and he responded that he "had no idea that Elaine [Burke] was to be so involved in the everyday operation of your department."

55. On October 25th, Margaret D'Alto, Vice President of Human Resources, called Plaintiff and asked to meet her in her office. Ms. D'Alto said, "I understand you have some concerns you wish to discuss." Plaintiff reiterated her complaints and the various incidents whereby Ms. Burke was undermining her authority. Plaintiff also explained that Ms. Burke continued to give Plaintiff orders that there would be no more trips to the Retreat House; changed the schedule for bringing the patients to a prayer group and Mass; and cancelled the weekday trips to Manhattan. Plaintiff explained to Ms. Burke that one of the reasons she accepted the new Director position was to accomplish all of these duties during the work week, since she had been giving up almost every weekend during the summer

without any compensation. Moreover, Tony Boscanna, who had volunteered as a driver, was not always available on the weekends. Nevertheless, Ms. Burke dictated that any trip to Manhattan would have to be taken on the weekend.

56. Plaintiff showed Margaret D'Alto a flyer which Joseph Conte had sent to everyone in the Radiation Oncology Department, the Security Department, and to all the hospital board members and senior staff for the opening of the Visiting Patient Center with instructions to "RSVP to Elaine Burke." Although Plaintiff was the director of the department, she was neither consulted nor even advised of the celebration.

57. Ms. D'Alto conceded to the Plaintiff that Plaintiff had some "legitimate concerns", and that she would investigate the matter.

58. Ms. D'Alto also explained to Plaintiff that Joseph Conte was "very concerned" that Plaintiff had called Nancy Passieri, wife of Andrew Passieri. Plaintiff explained to Ms. D'Alto that she spoke with Mrs. Passieri, but that no particulars regarding Mr. Conte were discussed.

59. Ms. D'Alto then proceeded to tell Plaintiff that Elaine Burke was to be "the point person" between Joseph Conte and the Plaintiff, and wanted to know if Plaintiff was

"okay" with that. Plaintiff told Ms. D'Alto that she had no problem with that arrangement, and was merely asking for some clarification on the logistics of her department.

60. Ms. D'Alto then asked Plaintiff to return on Thursday, October 30th to meet with her and Ms. Burke so they could try to clear up any misunderstandings.

61. On October 30th, Plaintiff went to Margaret D'Alto's office. Upon entering, Ms. D'Alto informed Plaintiff that "Marie", her assistant, would join them, and that Ms. Burke would not be present. Plaintiff asked why Marie was present, and Ms. D'Alto responded that Marie would be taking notes.

62. Ms. D'Alto then accused Plaintiff of calling Joseph Conte after Plaintiff was told that Ms. Burke would be " the point person". Plaintiff explained that she was unaware that she was prohibited from speaking to Mr. Conte, and, in any event, was calling his office because a patient had died and they needed to ship the body back to England. Ms. D'Alto responded that Plaintiff was not interested in any other patients except for the Italians. Plaintiff explained to Ms. D'Alto that this was untrue, and, in fact, that she had spent the better part of the previous day accompanying the aforementioned British patient's family to make the necessary arrangements, and comforting them.

63. Ms. D'Alto finally told Plaintiff that she was dismissed.

64. Plaintiff asked Ms. D'Alto if she could return to her previous position as Manager of Volunteer Services.

65. Ms. D'Alto responded, "I don't think Joe [Conte] wants you around."

66. Plaintiff then pleaded with Ms. D'Alto to explain what she had done wrong. Ms. D'Alto responded that Plaintiff "disobeyed orders", but provided no other information and told Plaintiff to "pack up and leave".

67. At all relevant times herein, plaintiff was an exemplary employee.

68. At all relevant times herein, plaintiff did not disobey orders and directives from her superiors.

69. In November 2002 Plaintiff contacted the New York State Labor Department to get information as to what she could do, and was advised its representative to have SIUH Human Resources put into writing the exact reason for her dismissal.

70. In November 2002 Plaintiff called Ms. D'Alto and left messages with her secretary, but Ms. D'Alto never returned the calls.

71 In November 2002 Plaintiff called Mr. Lamberti to inquire about her termination, and to tell him that she had yet to receive a termination letter, have an exit interview, or receive any information regarding her vacation pay and medical coverage. Mr. Lamberti told Plaintiff he would have Ms. D'Alto address the situation.

72. Ms. D'Alto finally called Plaintiff in early December and asked what she could do for Plaintiff. Plaintiff replied, "You could advise me on the status of my medical coverage, and my vacation pay and severance package." Ms. D'Alto told Plaintiff that she would take care of Plaintiff's vacation pay and that someone would contact Plaintiff about her COBRA coverage. Plaintiff again asked for a termination letter and Ms. D'Alto replied she would send one shortly.

73. Plaintiff asked Ms. D'Alto why she had been treated in such a bizarre manner after all her years of exemplary work, why proper procedure was not followed, and why an exit interview was not held. Ms. D'Alto provided no reply to these inquiries.

74. Defendant SIUH finally sent Plaintiff a termination letter dated December 10,

2002, which indicated that she was dismissed "due to probationary failure."

75. Plaintiff was never notified of any probationary status for her new position.

76. Plaintiff was never informed that her new position required a probationary period.

77. Moreover, Plaintiff performed all expected duties of her position in an exemplary manner.

78. In early January 2003 Plaintiff received a call from Terry Booras, a Human Resources employee at SIUH, to meet with her and discuss any issues Plaintiff might have.

79. On January 15th Plaintiff met with Ms. Booras and explained what had happened. Ms. Booras informed Plaintiff that she was "certainly eligible for rehire" but unfortunately there was nothing suitable for her at that time. Ms. Booras assured Plaintiff that her name would remain in her computer and that she would be actively looking for a position for her.

80. Ms. Booras never again contacted Plaintiff.

AS AND FOR A FIRST CAUSE OF ACTION FOR VIOLATION OF THE AGE DISCRIMINATION IN EMPOYMENT ACT

81. Plaintiff repeats, reiterates, and realleges, each of the allegations contained in Plaintiff's designated "1" through "80" as if more fully realleged and set forth at length herein.

82. Plaintiff was born on May 12, 1949 and was part of the protected class under the ADEA at the time of her discharge.

83. Plaintiff was terminated on October 30, 2002.

84. Plaintiff was 53 years old at the time of her discharge.

85. Plaintiff was discharged because of her age in violation of the ADEA.

86. At all relevant times, plaintiff was an exemplary employee.

87. Defendant's discharge of Plaintiff because of "probationary failure" was pretextual and in violation of the ADEA.

88. Defendant SIUH replaced Plaintiff as Director of the International Patient Program with a younger employee, approximately thirty years of age.

89. Defendant SIUH also failed to honor the agreement that Plaintiff would be restored to her former position as Director of Volunteer Services, which position was filled by a younger employee, approximately twenty-five years of age.

90. That by reason of the foregoing violation of the ADEA, the Plaintiff, CARMEL REDDINGTON, sustained economic damages, including but not limited to lost wages for past and future earnings, benefits, and renumeration, and, was rendered sick, lame and disabled, suffered, still suffers and will continue to suffer for some time to come, from great pain, mental anguish, nervous shock, and was incapacitated from attending to her usual duties, all to her damage. Plaintiff is also entitled to be compensated for reasonable costs, disbursements, and attorneys' fees.

AS AND FOR A SECOND CAUSE OF ACTION
FOR VIOLATION OF NEW YORK STATE EXECUTIVE LAW §290, *et seq.*

91. Plaintiff repeats, reiterates, and realleges, each of the allegations contained in Plaintiff's designated "1" through "90 " as if more fully realleged and set forth at length herein.

92. Plaintiff was discriminated against by defendants on the basis of her age in violation of N.Y.S. Executive Law §290, *et seq.*

93. As a result of the defendant's actions, plaintiff CARMEL REDDINGTON, sustained economic damages, was rendered sick, lame and disabled, suffered, still suffers and will continue to suffer for some time to come, from great pain, mental anguish, nervous shock, and was incapacitated from attending to her usual duties, all to her damage.

AS AND FOR A THIRD CAUSE OF ACTION
FOR VIOLATION OF THE NEW YORK CITY HUMAN RIGHTS LAW

94. Plaintiff repeats, reiterates, and realleges, each of the allegations contained in Plaintiff's designated "1" through "93 " as if more fully realleged and set forth at length herein.

95. Plaintiff has been discriminated against by Defendants on the basis of age in violation of the Administrative Code of the City of New York, §8-107, *et seq.*

96. As a result of the defendant's actions, plaintiff CARMEL REDDINGTON, sustained economic damages, was rendered sick, lame and disabled, suffered, still suffers, and will continue to suffer for some time to come, from great pain, mental anguish,

nervous shock, and was incapacitated from attending to her usual duties, all to her damage.

AS AND FOR A FOURTH CAUSE OF ACTION FOR RETALIATION PURSUANT TO NEW YORK STATE LABOR LAW §740

97. Plaintiff repeats, reiterates, and realleges, each of the allegations contained in Plaintiff's designated "1" through "96 " as if more fully realleged and set forth at length herein.

98. On occasions too numerous to specify, including May 16, 2002, Plaintiff reported to her employer, SIUH, and its agents, Dr. Lederman and Mr. Joseph Conte, that patients were receiving improper inadequate treatment, and that some patients had received no treatment at all.

99. Plaintiff again reported to Mr. Conte on or about May 19, 2002, that the patients were receiving improper inadequate treatment or no treatment at all.

100. That said information was provided to SIUH in good faith.

101. That said information was truthful.

102. That Mr. Conte admitted to Plaintiff that he and the staff "were not prepared to handle the large numbers that were arriving this month". However, Mr. Conte indicated that he would resolve any concerns regarding the patients' care.

103. No action was taken by Mr. Conte.

104. Therefore, on or about May 20, 2002, Plaintiff reported to Dr. Lederman that the patients were receiving improper treatment, had no access to and/or were refused copies of their medical records, and did not provide any informed consent regarding their treatment, all in violation of Public Health Law §§179 and 2800, *et seq.*, including but not limited to §2803(c), and 10 N.Y.C.R.R. 405.7.

105. The aforementioned activities and practices each created a substantial and specific danger to the public.

106. Plaintiff reported the same complaints to Joseph Conte over a period of weeks, to no avail.

107. That on occasions too numerous to specify, the Plaintiff reported to Joseph Conte her concerns regarding the referral fee arrangement discussed at the mid-June 2002

meeting with the Italian "doctors". (See ¶ 35, *infra*).

108. That the fee arrangement violated Public Health Law §§ 2811 and 4800 *et seq.*, and 47 C.F.R §1001.

109. Plaintiff reported improper/inadequate patient care to Joseph Conte, to no avail.

110. Plaintiff reported improper/inadequate patient care to Mr. Passieri in August 2002, to no avail.

111. Plaintiff met with Ms. D'Alto on October 30, 2002, and Ms. D'Alto informed Plaintiff that she was fired for "disobeying orders."

112. Plaintiff, however, was fired in retaliation for reporting improper treatment of patients, failure to obtain informed consent from patients, failure to release medical records to patients, and reporting an illegal fee arrangement.

113. These violations each created and presented a specific and substantial danger to the public.

114. Moreover, defendant's conduct violated the New York Public Health Law, Codes, Rules and Regulations of the State and City of New York, and federal regulations.

115. Plaintiff was terminated in violation of New York State Labor Law §740.

116. Pursuant to New York State Labor Law §740, Plaintiff is entitled to be reinstated to her former position as Director of the International Patient Program, with full fringe benefits and seniority rights.

117. Plaintiff is entitled to be compensated for lost wages, benefits and other remuneration, including both back pay and front pay.

118. Plaintiff is entitled to be compensated for reasonable costs, disbursements and attorneys fees.

119. That Plaintiff is entitled to an injunction to restrain the defendant's violation of the Labor Law.

120. That upon the foregoing, Plaintiff is entitled to damages in the sum of ONE MILLION ($1,000,000) DOLLARS.

AS AND FOR A FIFTH CAUSE OF ACTION FOR RETALIATION PURSUANT TO NEW YORK STATE LABOR LAW §741

121. Plaintiff repeats, reiterates, and realleges, each of the allegations contained in Plaintiff's designated "1" through "120" as if more fully realleged and set forth at length herein.

122. On occasions too numerous to specify, Plaintiff disclosed to her supervisors instances of improper/inadequate quality of patient care.

123. Plaintiff, in good faith, reasonably believed that these activities and practices constituted improper quality of patient care.

124. Defendant SIUH was given a reasonable opportunity to correct such activities and practices, but failed to do so.

125. The improper quality of patient care presented an imminent threat to public health and safety, as well as to specific patients.

126. Defendant SIUH fired Plaintiff on October 30, 2002.

127. Plaintiff was fired in retaliation for reporting the improper quality of patient care to her supervisors in violation of New York State Labor Law §741.

128. Pursuant to Labor Law §741, Plaintiff is entitled to be reinstated to her former position as Director of the International Patient Program, with full fringe benefits and seniority rights.

129. Plaintiff is entitled to be compensated for lost wages, benefits and other remuneration, including both back pay and front pay.

130. Plaintiff is entitled to be compensated for reasonable costs, disbursements and attorneys fees.

131. That Plaintiff is entitled to an injunction to restrain the defendant's violation of the New York State Labor Law.

132. That upon the foregoing, Plaintiff is entitled to damages in the sum of ONE MILLION ($1,000,000) DOLLARS.

AS AND FOR A SIXTH CAUSE OF ACTION FOR VIOLATION OF THE FAIR LABOR STANDARDS ACT, §215(A)(3), *et seq.*

133. Plaintiff repeats, reiterates, and realleges, each of the allegations contained in Plaintiff's designated "1" through "132 " as if more fully realleged and set forth at length herein.

134. On occasions too numerous to reiterate herein, Plaintiff filed complaints with her supervisors regarding inadequate patient care and other statutory violations (See ¶¶ 24, 26, 35, 37, 42, 51, 104, and 108, *infra*).

135. Plaintiff was discharged on October 30, 2002, as a result of the aforementioned complaints.

136. Defendant SIUH's stated reasons for terminating Plaintiff's employment are pretextual.

137. Plaintiff was terminated in violation of the Fair Labor Standards Act (hereinafter "FLSA").

138. Pursuant to the FLSA, Plaintiff is entitled to be reinstated to her former

position as Director of the International Patient Program, with full fringe benefits and seniority rights.

139. Plaintiff is entitled to be compensated for lost wages and an additional amount as liquidated damages, and other renumeration including future lost earnings.

140. Plaintiff is entitled to be compensated for reasonable costs, disbursements, and attorney fees.

141. That upon the foregoing, Plaintiff is entitled to damages in the sum of ONE MILLION ($1,000,000) DOLLARS.

AS AND FOR A SEVENTH CAUSE OF ACTION FOR INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

142. Plaintiff repeats, reiterates, and realleges, each of the allegations contained in Plaintiff's designated "1" through "141" as if more fully realleged and set forth at length herein.

143. That the aforesaid retaliatory conduct by defendants was designed to intimidate, harass, annoy and/or alarm the Plaintiff, and ultimately lead to the Plaintiff's

discharge from the SIUH's employ.

144. That the egregious conduct of the defendants was a deliberate attempt to cause emotional distress to the Plaintiff.

145. As a result of the foregoing, the Plaintiff sustained economic damages.

146. As a result of defendant SIUH's willful, malicious, wanton and reckless conduct, Plaintiff is entitled to punitive damages.

147. That by reason of the aforesaid, the Plaintiff, CARMEL REDDINGTON, was rendered sick, lame and disabled, suffered, still suffers and will continue to suffer for some time to come from great pain, mental anguish, nervous shock, and was incapacitated from attending to her ususal duties, all to her damage.

AS AND FOR AN EIGHTH CAUSE OF ACTION
FOR BREACH OF CONTRACT

148. Plaintiff repeats, reiterates, and realleges, each of the allegations contained in Plaintiff's designated "1" through "147" as if more fully realleged and set forth at length herein.

149. That the egregious conduct of the defendants constitutes a breach of the employment agreement between the Plaintiff and Defendant.

150. Defendant failed to follow its termination procedures pursuant to the agreement.

151. As a result of the foregoing, the Plaintiff sustained economic damages.

152. As a result of defendant SIUH's willful, malicious, wanton and reckless conduct, Plaintiff is entitled to punitive damages.

153. That by reason of the aforesaid, the Plaintiff, CARMEL REDDINGTON, was rendered sick, lame and disabled, suffered, still suffers and will continue to suffer for some time to come from great pain, mental anguish, nervous shock, and was incapacitated from attending to her ususal duties, all to her damage.

JURY DEMAND

The Plaintiff demands that the foregoing causes of action be tried before a jury.

WHEREFORE, the Plaintiff, CARMEL REDDINGTON, demands judgment against the defendant on the First, Second, Third, Fourth, Fifth, Sixth, Seventh, and Eighth Causes of Action in the aggregate sum of TEN MILLION ($10,000,000.00) DOLLARS together with costs, interest, attorneys fees, punitive damages and such other and further relief as this Court my seem just, equitable and proper.

Dated: Staten Island, New York
March 15, 2004

Respectfully submitted,

Behrins & Behrins, P.C.

By: ______________________

Jonathan B. Behrins (JB 9852)
Attorneys for Plaintiff
Office & P.O. Address
One Edgewater Plaza (Suite 700)
Staten Island, New York 10305
(718) 447-5540

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